

**AGREEMENT**  
**Between**  
**The Office of the Commissioner of Higher Education Montana GEAR UP Program**  
**And the Rocky Boy School District**  
**September 1, 2018**

This Agreement is entered into between the Office of the Commissioner of Higher Education Montana GEAR UP Program and the Rocky Boy School District and has as its purpose the setting forth of the terms of the partnership between Montana GEAR UP and the School District for the development, implementation, and evaluation of the GEAR UP Program in the School District.

WHEREAS, the Office of the Commissioner of Higher Education (OCHE) is the lead agency for the Montana state GEAR UP grant and is committed to awards of Montana GEAR UP funds to the School District as a sub-grantee under that grant; and

WHEREAS, the School District is committed to fully support and assist in the development, implementation, and evaluation of all aspects of Montana GEAR UP in order to achieve the Program's goals, objectives, and mission in said School District;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

Section 1. School District Eligibility. Montana GEAR UP sub-grants are available to school districts which meet the U.S. Department of Education (DOE) minimum qualification of at least 50% students enrolled in the Federal Free and Reduced-Price Lunch Program in the middle school (grades 7 and 8). The funds allocated to the School District must be expended on approved program services for GEAR UP students pursuant to terms identified and set forth in an annual approval letter and approved implementation plan and budget sent to the School District from Montana GEAR UP.

Section 2. Term. This Agreement will be in effect from September 1, 2018 through August 31, 2019 for the 2018-2019 school year and for the following school years beginning September 1 and ending August 31 through the term of the current Montana GEAR UP grant (August 31, 2024). The sub-grants awarded for the 2018-2019 school year have been determined following the orientation and planning meeting in May 2018 and sub-grants for the following years through the term of the current grant will be determined each spring following the Implementation Plan Development Workshop. Once a recommendation to receive funding is made by the Montana GEAR UP state team, Montana GEAR UP will send the approval documentation allowing the School District to access funds for the year.

Section 3. Staffing. The School District must designate a GEAR UP local management team that consists of at least a(n) .5 FTE liaison, administrator, counselor, core content teacher, parent, student, School Improvement Grant personnel if applicable, and other key personnel. The .5 FTE liaison requirement will take effect beginning in the 2018-2019

school year. The GEAR UP liaison position will manage the school's GEAR UP program responsibilities. The School District must provide sufficient support for the GEAR UP local management team and space, resources, and support for the liaison position.

Section 4. Model of GEAR UP Program for Schools That Were Also Part of the 2011 Grant. A combination of cohort and priority models will be used. A new cohort of 7<sup>th</sup> grade students will be added to the program every year so that by the grant's last year, all 7<sup>th</sup> - 12<sup>th</sup> grade students and the first class of GEAR UP graduates in college will be receiving services. Students in 8<sup>th</sup>-12<sup>th</sup> grades who meet the priority eligibility defined as a) those students who participate in the Federal Free and Reduced-Price Lunch Program and/or b) those students who attend a school on or bordering an American Indian reservation and who are highly at-risk for disconnection leading to educational failure and dropout.

Model of GEAR UP Program for New 2017 Grant Schools. A new cohort of 7<sup>th</sup> grade students will be added to the program every year so that by the grant's last year, all 7<sup>th</sup> -12<sup>th</sup> grade students and the first class of GEAR UP graduates enrolled in postsecondary education will be receiving services.

Section 5. Implementation of GEAR UP and Allocation to School. The School District agrees to the following terms of implementation of the Montana GEAR UP Program, on which terms the allocation of the sub-grants to the School District are conditioned:

- Participation in the annual Implementation Plan Development Workshop. Complete an annual implementation plan with budget, mid-year, and final program and fiscal reports. The implementation plan will include information on services aligned with GEAR UP goals. In order to receive initial funding, the Montana GEAR UP state team must approve the implementation plan and budget. Evaluation of the annual implementation plan, budget, performance of the school in reporting data, meeting the requirements of the prior year's approval documentation and meeting the fiscal and match reporting requirements will occur annually by the Montana GEAR UP state team to determine continued participation in Montana GEAR UP.
- Provide dollar-for-dollar match for Montana GEAR UP funds received, either in cash or in-kind.
- Collection of data at the student level is required. School District staff is responsible for the data entry.
- The middle school must partner with the primary receiving high school to implement GEAR UP.
- Expenditure of funds may only be to supplement, not supplant, existing school programs.

Section 6. GEAR UP Commitments. Montana GEAR UP commits to serve the School District as follows:

- Provide guidance, resources, support and technical assistance in completing the implementation plan, mid-year and final program reports.
- Provide technical assistance in completing fiscal and match reports.
- Provide technical assistance in entering data in the online data collection system.

- Provide school-specific performance information from the outside evaluator for Montana GEAR UP.
- Provide professional development opportunities for school staff.
- Provide an annual sub-grant for the local school's GEAR UP program. Funding is at the discretion of Montana GEAR UP based upon performance of the school in the GEAR UP program and available funds.

Section 7. Intellectual Property. All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to OCHE for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this Agreement.

Section 8. Retention of Records. The School District agrees to create and retain records documenting the GEAR UP-supported expenditures and School District match for a period of three years after either the completion date of the seven-year grant or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party, whichever occurs later.

Section 9. Termination of Agreement. OCHE, as lead agency, reserves the right to rescind this Agreement with the School District if it, in its discretion, determines there has been a failure to implement this Agreement with a full-faith effort and as outlined in supporting documents such as the implementation plan or fiscal reports. Similarly, the School District may withdraw from the GEAR UP program. Thirty days written notice is required for termination.

MONTANA COMMISSIONER OF HIGHER EDUCATION

CP. Christian  
Clayton Christian, Commissioner of Higher Education

8/14/2018  
Date

Zach Hawkins  
Zach Hawkins, Director, Montana GEAR UP

8/16/2018  
Date

Vivian Hammill  
Vivian Hammill, Chief Legal Counsel, OCHE

8/9/18  
Date

ROCKY BOY SCHOOL DISTRICT

\_\_\_\_\_  
Voyd St. Pierre, Rocky Boy Schools Superintendent

\_\_\_\_\_  
Date

NOTE: This Agreement is subject to ratification by the Board of Trustees of the School District. The school district clerk must provide certification of ratification within 60 days of the date this Agreement is executed by the School Superintendent.